

Exhibit 3

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Intellectual Ventures, LLC, et al. v. Southwest Ai

May 13, 2025

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND/ODESSA DIVISION
INTELLECTUAL VENTURES I
LLC and INTELLECTUAL
VENTURES II LLC,
Plaintiffs, CIVIL ACTION
vs. FILE NO.
SOUTHWEST AIRLINES CO., 7:24-CV-00277-ADA
Defendant.

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VIDEOTAPED 30(b)(6) DEPOSITION OF SOUTHWEST AIRLINES  
CO.  
(through CHRIS MUHICH)  
May 13, 2025  
10:00 a.m. Central time

(All attendees appeared remotely via  
videoconferencing and/or teleconferencing.)

Reporter: Debra M. Druzisky, CCR-B-1848

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1 APPEARANCES OF COUNSEL

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21 On behalf of the Defendant:

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Also Present:

Krishan Patel, videographer  
Philip Tarpley, Esq. (Southwest Airlines)

--oOo--

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1 over.

2 Q. What do you mean by "far back" or  
3 "relevant"? What time period were you checking for  
4 your declaration?

5 MR. DUNWOODY: Objection. Form.

6 Just to be clear, make sure you  
7 understand the question that she's asking  
8 you.

9 BY MS. AN:

10 Q. I can just ask the one question. What  
11 time period did you look into for your declaration?

12 A. Yeah, 20 -- until -- back until 2018, the  
13 end of 2018.

14 Q. Okay. But Southwest was still using  
15 Panasonic technologies in 2018 and 2019; right?

16 A. Yes.

17 Q. So you should -- you could have included  
18 Panasonic as a vendor, a manufacturer-vendor of an  
19 I.F.C. system; right?

20 MR. DUNWOODY: Objection. Form.

21 It's argumentative.

22 THE WITNESS: If we had known about  
23 it at the time, yes, it could have been  
24 included.

25 BY MS. AN:

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1 Q. What do you mean "at the time"?

2 A. Well, your question as I understood was  
3 why wasn't -- it could have been included in the  
4 initial declaration. So I guess I meant at the  
5 time the initial declaration was drafted.

6 Q. Okay. Outside of Panasonic, Viasat or  
7 Anuvu, and I'm talking about this time frame of  
8 2018 to present, are there any other vendors that  
9 provided Southwest with an I.F.C. system?

10 A. Not that I'm aware.

11 Q. Are you familiar with an in-flight  
12 Internet provider named Gogo?

13 A. Yes.

14 Q. Has Southwest ever used Gogo?

15 A. Southwest has not.

16 Q. Are you familiar with an airline called  
17 AirTran ways -- Airways?

18 A. Yes.

19 Q. Are you aware that there was a merger?

20 A. I am.

21 Q. Did Southwest use AirTran Airways with an  
22 in-flight Internet provider named Gogo at all?

23 A. My understanding is that AirTran used Gogo  
24 for in-flight connectivity.

25 Q. Do you know when?

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1                   Sorry. Go ahead.

2           A.     I don't know.

3           Q.     Who would know?

4           A.     I would assume our fleet transactions  
5 organization.

6           Q.     Do you know if they were leased to Delta?

7           A.     I do not know.

8           Q.     Who's in charge of the fleet transactions  
9 organization?

10          A.     The director is Ed Kuyon.

11          Q.     Would you mind spelling the last name, if  
12 you -- if you know?

13          A.     K-U-Y-O-N.

14          Q.     Okay. I wouldn't have guessed that, but  
15 thank you.

16                 Okay. So you don't know if Southwest --  
17 well, sorry, let me scratch that.

18                 So you mentioned that Southwest, like,  
19 changed all the AirTran planes to a Southwest  
20 configuration; right?

21          A.     Yes.

22          Q.     Do you know what kind of Internet system  
23 it was converted to?

24          A.     Anuvu.

25          Q.     Anuvu. And at what time frame was that?

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1 and Panasonic?

2 A. Yes.

3 Q. Okay. And who selects the components?

4 A. The WiFi vendors.

5 Q. And who installs -- who does the  
6 installation?

7 A. In general, Southwest or one of our -- one  
8 of our maintenance vendors would do the physical  
9 installation.

10 Q. Are you familiar with the term "channel  
11 bonding"?

12 A. I am not.

13 Q. Do you know what component performs  
14 channel bonding?

15 A. I couldn't say, because I'm not sure what  
16 channel bonding is.

17 Q. In preparing for your deposition, did you  
18 review any patents?

19 MR. DUNWOODY: Any what? I'm sorry?

20 MS. AN: Patents.

21 MR. DUNWOODY: Patents.

22 THE WITNESS: Yeah. I was provided I  
23 think the relevant patents, copies of  
24 them, which I gave a cursory review to.

25 BY MS. AN:

1 Q. Who can I speak to about channel bonding  
2 at Southwest?

3 A. I'm not aware of anybody at Southwest that  
4 would be familiar with channel bonding.

5 Q. Do you know whether Southwest has in its  
6 possession, custody and control the source code for  
7 providing an Internet hot spot connected to a  
8 satellite, router and subscriber access unit?

9 A. We don't have access to any of Viasat or  
10 Anuvu's source code.

11 Q. Okay. I want to go back and just talk  
12 about the vendors that we discussed during this  
13 deposition.

14 During the deposition we discussed four  
15 different entities that provided or provide  
16 Southwest with in-flight WiFi systems; is that  
17 correct?

18 MR. DUNWOODY: Object to form.

19 THE WITNESS: You asked if we talked  
20 about four?

21 BY MS. AN:

22 Q. Yes.

23 A. Being Anuvu, Viasat, I know you asked  
24 about Gogo, and Panasonic? Is that the four you're  
25 referring to?



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1 Q. Yes. Correct.

2 A. Okay. Then yes, I concur, we did talk  
3 about those four.

4 Q. Okay. Are you aware of any  
5 indemnification obligations owed to any of these  
6 four providers?

7 MR. DUNWOODY: Object to form.

8 It's outside the scope, but answer to  
9 the extent you can.

10 THE WITNESS: Yeah, I'm aware there's  
11 some indemnification language in the  
12 contracts, but I'm not greatly familiar  
13 with it in my role as in engineering.

14 BY MS. AN:

15 Q. So does Southwest have any indemnification  
16 obligations with Viasat?

17 MR. DUNWOODY: Object to form.

18 Outside the scope.

19 Answer if you know.

20 THE WITNESS: I -- I don't know.

21 BY MS. AN:

22 Q. Do you know if the indemnification was  
23 accepted at all?

24 A. I don't know.

25 Q. Do you know the scope of indemnification

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1 at all?

2 A. I do not.

3 Q. And you mentioned that there are  
4 documents. They would be the agreements?

5 A. What I was referring to would be the  
6 master service agreements, yes.

7 Q. So the agreement with Viasat has an  
8 indemnification clause?

9 A. I believe there was language regarding  
10 indemnification, but I'd have to go, like,  
11 double-check with the document.

12 Q. Okay. Does Southwest have any  
13 indemnification obligations with Anuvu?

14 MR. DUNWOODY: Same objections.

15 And same instruction. To the extent  
16 you know, you can go ahead and answer, but  
17 it's outside the scope.

18 THE WITNESS: I don't know.

19 BY MS. AN:

20 Q. Do you know if Anuvu agreed to indemnify  
21 Southwest?

22 A. I don't know.

23 Q. Who would know?

24 A. I assume our legal department.

25 Q. Did Viasat agree to indemnify Southwest at

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1 all?

2 A. I don't know.

3 Q. Did Panasonic agree to indemnify Southwest  
4 at all?

5 A. I don't know.

6 Q. Did Gogo AirTran agree to indemnify  
7 Southwest at all?

8 A. Just to be clear, Gogo and AirTran,  
9 different companies.

10 Q. Okay. Did Gogo agree to indemnify  
11 Southwest at all?

12 A. I don't know.

13 Q. Did AirTran agree to indemnify Southwest  
14 at all?

15 A. I don't know.

16 Q. Did Intelsat agree to indemnify Southwest  
17 at all?

18 A. I don't know.

19 Q. I believe we may be coming up on an hour,  
20 so we can take a break.

21 A. Okay.

22 MR. DUNWOODY: Sure.

23 THE VIDEOGRAPHER: Okay. The time is  
24 11:38 a.m. We're off the record.

25 (Whereupon, a discussion ensued

1 A. Generally team to team.

2 Q. And same question for Anuvu, you  
3 previously testified that you weren't sure or aware  
4 of whether Anuvu indemnifies Southwest; correct?

5 A. Yes.

6 Q. Who at Anuvu could I speak to if I wanted  
7 to ask about this?

8 A. I'm not sure who the best person at Anuvu  
9 would be to speak about indemnification.

10 Q. Do you have a point of contact at Anuvu?

11 A. Yeah. My main point of contact would be  
12 Nancy Walker.

13 Q. Nancy Walker. And what is Nancy Walker's  
14 title?

15 A. She is senior vice president of  
16 commercial.

17 Q. Commercial. And do you speak with  
18 Ms. Walker regularly as well?

19 A. Yes.

20 Q. And what do you meet about?

21 A. Similar to our regular Viasat engagements,  
22 how their system's performing, any product  
23 improvements that they're considering for the  
24 future.

25 Q. Same for Panasonic, you testified earlier

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1 R E P O R T E R D I S C L O S U R E  
2 DISTRICT COURT ) DEPOSITION OF  
3 WESTERN DISTRICT ) CHRIS MUHICH  
4 MIDLAND/ODESSA DIVISION )

5 Pursuant to Article 10.B of the Rules and  
6 Regulations of the Board of Court Reporting of the  
7 Judicial Council of Georgia, I make the following  
8 disclosure:

9 I am a Georgia Certified Court Reporter.  
10 I am here as a representative of Veritext Legal  
11 Solutions.

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15 Veritext Legal Solutions will not be taking this  
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